

Excellence.Equity.Community.
RecoverySchoolDistrict

Request for Proposals

E-Rate FY 2012-2013

WAN, Internet, E-mail, and Web Hosting

Solicitation No: 682001-0125-2

RFP Opening Date: March 2, 2012

RFP Opening Time: 2:00 pm

John White

State Superintendent of Education

January 27, 2012

State Board of Elementary and Secondary Education

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For further information, contact:
Betty Coulon
Executive Director of Operations and Procurement
1641 Poland Ave
New Orleans, LA 70117
504-373-6200

The mission of the Louisiana Department of Education (LDOE) is to ensure equal access to education and to promote equal excellence throughout the state. The LDOE is committed to providing Equal Employment Opportunities and is committed to ensuring that all of its programs and facilities are accessible to all members of the public. The LDOE does not discriminate on the basis of age, color, disability, national origin, race, religion, sex, or genetic information. Inquiries concerning the LDOE's compliance with Title IX and other civil rights laws may be directed to the Deputy Undersecretary, LDOE, Exec. Office of the Supt., P.O. Box 94064, Baton Rouge, LA 70804-9064; 877.453.2721 or customerservice@la.gov. Information about the federal civil rights laws that apply to the LDOE and other educational institutions is available on the website for the Office of Civil Rights, USDOE, at <http://www.ed.gov/about/offices/list/ocr/>.

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DEPARTMENT OF EDUCATION, RECOVERY SCHOOL DISTRICT
Request for Proposals
For
E-Rate FY 2012-2013
WAN, Internet, E-mail, and Web Hosting
Solicitation No: 682001-0125-02

Part I. Administrative and General Information

1.1 Background

The Recovery School District (RSD) is a special school district and is administered by the Louisiana Department of Education. Created by legislation passed in 2003, the RSD is designed to take underperforming schools and transform them into successful places for children to learn. The RSD is committed to excellence, belief in equity, and respect for community. The RSD exists to transform struggling schools into great schools because that is what it will take for every student to be on track to graduate from college or to attain a professional career. In the current school year, the RSD manages 19 direct run schools and 50 charter schools in Orleans Parish, 1 direct run school in Caddo Parish, 1 direct run school in St. Helena Parish and 1 direct run school in East Baton Rouge Parish. However, when schools fail to meet state minimum academic standards for at least four consecutive years, they are eligible for state intervention and inclusion in the RSD. Therefore the number of schools in the RSD is continuously changing, as well as the concentration of schools in the parishes currently served.

This Request for Proposals (RFP) defines required services for RSD's direct run school facilities. All charter schools under the RSD's authority may use contracts resulting from this RFP.

1.2 Purpose

The Recovery School District (RSD) would like to receive information and/or proposals for:

- Wide-Area Network Connections
- High-Speed Internet
- Email Services
- Web Hosting

This Request for Proposal (RFP) is issued to invite vendors to submit information and/or bids. Issuance of this RFP in no way constitutes a commitment by the RSD to select a vendor and/or reward a contract. The RSD reserves the right to accept or reject any or all proposals submitted. Acceptance of any proposal with contractual terms is dependent on the RSD's, E-Rate funding, and appropriation of funds by the legislature of the State of Louisiana.

1.3 Schedule of Events

| Event | Date & Time |
|--|-------------------------------|
| Advertise RFP and mail public announcements and post to LaPac, RFP issued to prospective Proposers | January 27, 2012 |
| Pre-Proposal Conference | February 2, 2012 at 10:00A.M. |
| Deadline for receiving proposer written inquiries | February 6, 2012 |
| Deadline to issue responses and answer proposer written inquiries | February 10, 2012 |
| Deadline for submitting proposals | March 2, 2012 at 2:00P.M. |
| Evaluation of Proposals | March 5, 2012 |
| Notice of Intent to Award | March 14, 2012 |

Note: The Recovery School District reserves the right to deviate from these dates.

1.4 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at 10:00A.M. on Thursday, February 2, 2012 at RSD Central Office, 1641 Poland Ave., New Orleans, LA. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

1.5 Definitions

Contractor – Any person having a contract with a governmental body

Contract Year - A 12 month period during which the agreement is in force

Discussions – For the purposes of this RFP presentation, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposal in response to this RFP

District – Recovery School District, a body corporate, for and on behalf of the Louisiana Department of Education

Eligible Services - Eligible Services are products and services that are eligible for E-Rate support. Eligible Services are divided into two priorities and four categories: "Priority 1" includes Telecommunication Services and Internet Access; "Priority 2" includes Internal Connections and Basic Maintenance of Internal Connections

E-Rate - A federal program that offers eligible schools and libraries discounts on telecommunication, Internet Access, internal connections and basic maintenance

LDOE - The Louisiana Department of Education

Green Light Rule - With respect to the USF, when an entity's account becomes delinquent by one day, that entity, as well as any other entity with a Service Provider Identification Number (SPIN) associated through a shared taxpayer identification number (TIN), will be considered in "Red Light" status. A green light indicates the entity is not delinquent and USAC will make any disbursements to the associated SPIN or SPINs

May, Should – Indicates something that is not mandatory but permissible, recommended or desirable

Must, Shall, Will – Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your response as non-responsive.

Proprietary Information - Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion.

Response - The entirety of the vendor's submittal to each point of this RFP, including any and all supplemental proposals or information not explicitly requested within this RFP

Request for Proposal (RFP) – An information gathering process to determine which vendors are qualified to provide services to the District

SPIN - Service Provider Identification Number

State- State of Louisiana

Vendor, Supplier, Provider – For purposes of this RFP, "vendor," "supplier," and "provider" pertain to any entity responding to this RFP with the intention of providing the requested services to the District as a result of this RFP process

Part II. Proposal Information

2.1 Proposal Submittal

This RFP is available in electronic form at the LaPac website, <http://doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP contracting officer with the RSD Office of Procurement & Contracts.

All proposals shall be received by the RSD Office of Procurement & Contracts (OPC) no later than the date and time shown in the Schedule of Events.

Important – Clearly mark the outside of the envelope, box or package with the following information and format:

- **RFP Name: E-Rate FY 2012-2013**
- **Solicitation Number: 682001-0125-2**
- **RFP Opening Date: March 2, 2012**

Proposals may be mailed through the U.S. Postal Service, delivered by hand or courier to our physical address:

Louisiana Recovery School District
Office of Procurement & Contracts
Attention: Betty Coulon
1641 Poland Avenue
New Orleans, Louisiana 70117

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The OPC is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for timely delivery of its proposals. Failure to meet the proposals opening date and time shall result in rejection of the proposals.

2.2 Proposal Response Format

Proposer should submit a proposal which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the services as described herein. Proposer should respond to all areas requested. Proposals should be submitted in letter-size (8-1/2" x 11") format.

Proposals should follow the format and order of presentation described below:

A. Cover Page

The following information should be included under the title "Request for Proposals for "E-Rate FY 2012-2013 - WAN, Internet, E-mail, and Web Hosting – Solicitation No: 682001-0125-2":

1. Name of the firm
2. Firm address
3. Firm telephone number
4. Firm federal tax identification number
5. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the firm

B. Proposal

1. Introduction (Cover Letter)

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer. By signing the letter and/or proposals, the Proposer certifies that the signor is authorized to bind the Proposer. The proposals must include:

- A brief statement regarding the vendor's understanding of the scope of the work to be performed.
- Be signed by an individual who is authorized to make proposals of this nature in the name of the firm making the proposals.

2. Executive Summary

Provide an executive summary of the Proposer's proposed plan as well as its area(s) of expertise and resource capabilities it believes highlight its firm as superior or unique in addressing the needs of Recovery School District as stated in the scope of work.

This section should serve to introduce the purpose and the scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number as well as a stipulation that the proposal is valid for a time period of one (1) year from the date of submission. The section shall also include a summary of the proposer's qualifications and ability to meet the State's overall requirements.

It shall include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer may submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. Corporate Background and Experience

The proposer should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities, including names and telephone numbers of those references.

3. Proposed Project Staff

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. Resumes may be included. This should also specifically include the role and responsibilities of each person on this project, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability. Customer references (name, title, company name, address and telephone number as well as length of service) should be provided for the cited projects in the individual resumes.

4. Approach and Methodology

- a. Proposer should define their functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions.
- b. Proposer should define their approach implementing this system within the State agency's infrastructure and identifying issues that would prevent or impair implementation or operation across Louisiana state government's heterogeneous environment.

- c. Proposer should define their strategy for project team organization and task assignments to transfer application knowledge, to position the Recovery School District to be self sufficient after implementation.
- d. Proposer should define their approach for defining system and data security.
- e. Proposer should identify areas of project risk and procedures to mitigate these risks.
- f. Proposer should define the methodology to be utilized for system design.
- g. Proposer should explain how each Task and Service will be performed (this should take into account project phasing, use of tools, technologies, etc.)
- h. Proposer should clearly describe the approach and methodologies to be employed in the performance of the Scope of Work/Services.
- i. Proposer should present innovative concepts, if any, not discussed in the Scope of Services for consideration.

6. Project Schedule

Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Proposer is selected.

7. Proposed Fees

Address installation charges, monthly recurring charges, and any other charges to be considered by the RSD. Each option for pricing **MUST** be clearly labeled and displayed as recommended below or in the referenced pricing sheets.

- Wide-Area Network Connections, **Attachment III**.
- High-Speed Internet, **Attachment IV**
- Email Services

| Pricing Example | | | |
|-----------------|-------|----------|-----------|
| Number of Users | 1-500 | 501-1000 | 1001-1500 |
| Price | | | |

- Web Hosting

| Pricing Example | | | |
|-----------------|------|--------|---------|
| Number of Pages | 1-50 | 51-100 | 101-150 |
| Price | | | |

Any additional material or equipment necessary for installation and operation of the service not specified or described in the pricing sheets of the vendor's proposal, will be deemed to be part of the service at no additional charge to the Recovery School District. Furthermore, claims for compensation will not be allowed for extra work resulting from the lack of knowledge of any existing condition on the part of the service provider.

For informational purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor, if applicable.

8. Financial Qualifications (minimum)

A proposer submitting a proposal shall demonstrate proof of the ability to obtain a performance bond in an amount equal to 100% of the total annual contract amount.

9. References

The District reserves the right to contact references concerning similar cooperative program participants who can attest to the respondent's ability to meet or exceed the District's requirements. Customer references (name, title, company name, address and telephone number as well as length of service) must be provided with the RFP response.

2.3 Mandatory Requirements of Proposer

Vendor submitting this RFP shall have a minimum of five (5) years acceptable general experience in providing wide-area network (WAN) connectivity, Internet Access, Email and/or Web Hosting services.

In order to submit a proposal for WAN and/or Internet services the vendor:

- a. Must be either a Tier-1 or Tier-2 Internet Backbone Provider. Tier-1 is defined as "having no upstream provider". A Tier-1 provider of E-Rate, a national or global backbone network and interconnects with other Tier-1 providers in a peer-to-peer networking relationship. Tier-2 is defined as "having one upstream provider". A Tier-2 provider interconnects directly to at least one Tier-1 provider, and preferably more than one Tier-1 provider for redundancy and reliability. If the vendor is a Tier-2 provider, the vendor must list the Tier-1 providers used.
- b. Must be in the primary business of providing telecommunications and Internet Services (including email and web hosting services.)
- c. Must be eligible to participate in the E-Rate Program, have or apply for a service provider identification number, agree to obtain or have a current Service Provider Annual Certification Form (SPAC) on file with the Schools and Libraries Division (SLD), and comply with all SLD service provider requirements.
- d. Vendors proposing WAN and Internet access must have highly qualified network engineers and technicians on staff, within a 100 mile radius, who can diagnose problems quickly and recommend solutions.
- e. WAN providers MUST be registered with the Louisiana Public Service Commission as an ILEC or CLEC authorized to do business in the state.
- f. Since the Recovery School District relies on E-Rate funding to pay for requested services, vendor must be a "green light" company and agree that should the status change to "red light" at any time during the bid process or contract period that they will immediately notify the Recovery School District in writing.

2.4 Certification Statement

The proposer must sign and submit the Certification Statement shown in **Attachment I**.

2.5 Number of Copies

Proposer shall submit one (1) signed original response. Six (6) additional copies should also be provided. The original response should contain signatures; that copy should be clearly marked or differentiated from the other copies of the proposal. This copy will be retained for

incorporation by reference in any contract resulting from this RFP. All copies should contain the same information.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

2.6 Proposers Inquiry Periods

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Inquiries shall not be entertained thereafter.

The State and/or RSD shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our internal customers. The State and/or RSD reasonably expect and require *responsible and interested Proposers* to conduct their in-depth proposal review and submit inquiries in a timely manner. The State and/or RSD shall only consider written and timely communications from Proposers.

Only *Betty Coulon, Executive Director of Operations and Procurement*, has the authority to officially respond to proposers' written inquiries on behalf of the Recovery School District. Any communications from any other individuals are not binding on the RSD or State.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any state/RSD employee or state/RSD consultant.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant RFP section. Only those inquiries received by the established deadline shall be considered by the State and/or RSD. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this RFP may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of Procurement and Contracts
Attention: Betty Coulon
Recovery School District
1641 Poland Avenue
New Orleans, Louisiana 70117

E-Mail: betty.coulon@rsdla.net
Phone: (504)373-6200
Fax: (504)872-0632

2.7 Subcontracting Information

The selected firm shall be the prime contractor responsible to the State and/or RSD. Proposers may enter subcontractor arrangements, however, proposers should acknowledge in their proposal total responsibility for the entire contract, including payment of any and all charges resulting from the contract.

If the Proposer intends to subcontract for portions of the work, Proposer should designate the specific tasks to be performed by the subcontractor.

Unless provided for in the contract with the State and/or RSD, the prime contractor shall not contract with any other party for furnishing any of the work and services herein contracted for without the express written approval of the State and/or RSD.

2.8 Costs Incurred in Preparation of Proposals

All costs directly or indirectly related to preparation of a proposal responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the State and/or RSD in connection with this Request for Proposal, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the State and/or RSD.

2.9 Ownership of Proposals

All materials submitted in response to this request become the property of the State and/or RSD. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the State and/or RSD and not returned to Proposers.

2.10 Proposals Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal. However, the State and/or RSD reserves the right to reject a proposal if the Proposer's time period is unacceptable and the Proposer is unwilling to extend the validity of its proposals.

2.11 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.12 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics, R.S. 42:1101, *et seq.* if their firm is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

2.13 RFP Changes, Addenda or Withdrawal

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time. The State and/or RSD also reserve the right to cancel or reissue the RFP.

2.14 Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the State and/or RSD to award a contract.

The State and/or RSD reserve the right to accept and reject any or all proposals, or to cancel this RFP if in the best interest of the State and/or RSD to do so.

2.15 Proposal/Proposals Changes, Addenda or Withdrawal

If the Proposer needs to submit changes or addenda, such changes or addenda shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

A Proposer may withdraw a proposal that has been submitted at any time up to the deadline for

submitting a proposal. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RSD Office of Procurement and Contracts.

2.16 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

2.17 Waiver of Administrative Informalities

The State and/or RSD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.18 Acceptance of Proposals Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposals.

2.19 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule.
- ✓ Has a satisfactory record of integrity, judgment, and performance.
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

Part III Contract Terms

3.1 Indemnification and Limitation of Liability

A resulting Agreement will provide that neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and/or RSD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that

the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State and/or RSD.

Contractor will indemnify, defend and hold the State and/or RSD harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State and/or RSD in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State and/or RSD shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State and/or RSD may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's and/or RSD's unauthorized modification or alteration of a Product, Material, or Service; ii) State's and/or RSD's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's and/or RSD's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State and/or RSD's exclusive remedy to take action in the following order of precedence: (i) to procure for the State and/or RSD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State and/or RSD up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and/or RSD may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

3.2 Termination

3.2.1 Termination of the Agreement for Cause - State and/or RSD may terminate the agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to the agreement, provided that the State and/or RSD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor

shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State and/or RSD may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State and/or RSD to comply with the terms and conditions of the agreement, provided that the Contractor shall give the State and/or RSD written notice specifying the State's and/or RSD's failure and a reasonable opportunity for the State and/or RSD to cure the defect.

3.2.2 Termination for the Agreement for Convenience - The State and/or RSD may terminate the Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3.2.3 Termination for Non-Appropriation of Funds - The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

3.3 Insurance Requirements

Contractor shall furnish the State and/or RSD with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State and/or RSD before work commences. The State and/or RSD reserve the right to require complete certified copies of all required policies, at any time.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State and/or RSD of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana and/or the Recovery School District before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and/or the Recovery School District and consented to by the State of Louisiana and/or the Recovery School District in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State and/or RSD, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State and/or RSD. Such insurance shall name the State and/or RSD as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$5,000,000.

Insurance Covering Special Hazards: Pollution Liability insurance, (gradual release as well as sudden and accidental), with coverage limits of not less than \$10,000,000. A policy period inception date of not later than the first day of the anticipated work under the subject contract and an expiration date of no earlier than 30 days after the anticipated completion of all work under the contract shall be provided by the policy. Furthermore, the policy shall provide for an “extended reporting period” of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than nonpayment of premiums. The State of Louisiana and/or the Recovery District shall be named as an Additional Insured on the policy and this shall be so evidenced on the Certificate of Insurance. Such insurance may be included in insurance elsewhere specified.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$10,000,000 per occurrence for bodily injury/property damage.

Subcontractor’s Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor’s own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

3.4 Civil Rights Compliance

The selected Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the Agreement and any contract entered into as a result of the Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Agreement and any contract entered into as a result of the Agreement.

3.5 Proposer’s Certification of OMB A-133 Compliance

Certification of no suspension or debarment - By signing and submitting any proposals for \$100,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

3.6 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

3.7 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the RSD Office of Procurement and Contracts.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

3.8 No Guarantee of Quantities

The quantities referenced in the Request for Proposals are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana and/or the Recovery School District to increase or decrease the amount, at the unit price stated in the proposals.

Neither the State nor RSD obligates itself to contract for or accept more than their actual requirements during the period of the agreement, as determined by actual needs and availability of appropriated funds.

3.9 Non-Exclusivity Clause

The agreement is non-exclusive and shall not in any way preclude the State and/or RSD from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

Part IV. Scope of Works/Services

4.1 Scope of Work/Services

The Recovery School District (RSD) would like to receive information and/or proposals for:

- Wide-Area Network Connections
- High-Speed Internet
- Email Services
- Web Hosting

4.2 Period of Agreement

The initial period of any contract resulting from this RFP will be twelve (12) months from July 1, 2012 – June 30, 2013. At the option of the State of Louisiana or the Recovery School District and acceptance by the contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty six (36) months.

Part V. Existing Infrastructure and Specific Specification Requirement

5.1 Existing WAN

The Recovery School District currently has 500 MBPS connections to all schools in New Orleans and proposes to install 1 GBPS point to point connection to schools in the parishes of St.

Helena, Pointe Coupee, East Baton Rouge and Caddo. Presently, all point to point end points at New Orleans data center.

RSD would like to receive information/proposals from telecommunications carriers who can provide high-speed Wide Area Network (WAN) connectivity to a minimum 14 locations in New Orleans and a minimum of 4 locations in the parishes of East Baton Rouge, Caddo, Pointe Coupee and St. Helena.

Additionally, we are proposing to add a second data center in Baton Rouge located at 1800 North 3rd Street in Baton Rouge, La. 70821. We are seeking proposals for a GIG connection from the new Baton Rouge location to the existing New Orleans data center.

This RFP is issued to invite vendors to submit information for one or all locations.

5.2 Existing Internet

The RSD's current ISP transport connection is 200 Mbps to the New Orleans data center located at L.B. Landry High School, 1200 L.B. Landry Avenue, New Orleans, Louisiana 70114. However, we are requesting proposals for 250 MBPS for the New Orleans Data Center and 200 MBPS of Internet Access for a proposed second data center to be located at 1800 North 3rd Street in Baton Rouge, La 70821. The proposed Baton Rouge data center will serve schools outside of New Orleans; if this is a more cost effective and efficient means to provide access.

The RSD currently does not own its Class C address and needs approximately 256 outside IP addresses.

5.3 Existing Email

Currently, the RSD's email is hosted by the Office of Information Technology (OIT) and currently there are approximately 1,000 users. Vendors whose email services may include ineligible features should understand that E-Rate funding will not be provided for certain features.

5.4 Existing Services: Web Hosting

The Recovery School District's website is currently hosted by the Louisiana Department of Education.

Part VI. Requirements

Technical Requirements: WAN and Internet, Email and Web Hosting

RSD wishes to obtain the most reliable, cost effective solution possible which meets or exceeds the district's service requirements. Vendors are encouraged to learn about the district's current network configuration and requirements in order to understand its limitations. More than one proposal using different network designs and prices may be submitted.

Vendors must submit separate applications for Internet Access and WAN services. If cost is contingent on acquiring both services, this must be clearly stated in the proposal.

6.1 WAN and Internet

Proposals must include a **minimum** electronic transport bandwidth of **100 Mbps with optional pricing for higher speeds** for New Orleans, Baton Rouge, St. Helena and Shreveport.

Proposals for the WAN must include a minimum 100 MBPS fiber connections between all RSD New Orleans schools and all will terminate at the data center in New Orleans. RSD schools outside of New Orleans will require a minimum 200 MBPS WAN connections that terminate at the proposed data center in Baton Rouge. Due to the mere structure of the Recovery Schools

District, RSD is providing a proposed list of schools that may be operated by RSD in the FY 2012-2013, beginning July 1, 2012 through June 30, 2013. (See **Exhibit A**)

Vendors are strongly encouraged to propose other bandwidth and Internet Access options. Proposal must include the ability and ease to upgrade, additional cost from one speed to another, and documentation of how the proposed bandwidth(s) will meet our current and future needs.

Vendors must commit to carrier-grade reliability and availability, also known as five-nines (99.999%). During school hours (7:00 am – 4:30 pm), there must be an absolute minimum disruption of service, and absolutely no degradation in transport speed or capacity.

Vendors should address if proposal includes a wireless, fiber, point-to-point or frame relay service and issues regarding quality of service, pricing, and scalability. **Vendor MUST agree to upgrade equipment if latency becomes an issue.**

Proposals must address measurement mechanisms for common network service metrics. For example, bandwidth utilization, network uptime and downtime, network percent availability, network response time, etc.

Providers must address committed information rates versus maximum information rates.

It is important that the RSD remain fully informed of new technological developments in the area of voice, video, and data communications. Discuss the services you provide for voice, video, and data over IP.

RSD's Technology personnel and contractors must have access to installed equipment. This access includes both physical accesses to hardware as well as credentials necessary to communicate with the hardware. These credentials include, but are not limited to, user ids, passwords, and encryption keys.

RSD desires to have real time visibility to the network. Vendors shall list and supply examples of real time statistical and graphical network management reports that can provide network visibility along with weekly and monthly reports.

After evaluating usage reports, RSD may request upgrades during the contract term. Providers must address the ability/procedure to upgrade services if requested by the RSD.

6.2 Email and Web Hosting

The RSD is seeking a hosted e-mail solution for a minimum of 1,000 faculty users and a minimum of 200 student accounts.

Vendors whose web hosting services may include ineligible features, such as software applications and content editing features, should understand that E-Rate funding will not be provided for such features.

If there are any E-Rate ineligible items or services, they must be in a detailed itemized list that is separately priced and clearly distinguishable from the E-Rate eligible part of the bid. For a list of eligible services, see <http://www.usac.org/sl/tools/eligible-services-list.aspx>

Vendor proposal submissions that do not clearly describe a fair and reasonable cost allocation where it is apparent that ineligible elements exist will not be accepted for review. Vendor proposals in response to this RFP will be incorporated into the final agreement between Recovery School District and the selected vendor. The submitted proposal at a minimum should include the following sections:

- Features
- Annual Cost
- Exclusions
- Recovery School District and Vendor Responsibilities
- Fees and Payments

Part VII. Evaluation and Selection

7.1 Evaluation Team

All responses received as a result of this RFP are subject to evaluation by the RSD Evaluation Committee for the purpose of selecting the Proposer with whom the State and/or RSD shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which Proposers are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The committee may reject any or all proposals if none are considered in the best interest of the State and/or RSD.

7.2 Mandatory Administrative Evaluation and Screening

All proposals will be reviewed by the Evaluation Team to determine compliance with mandatory administrative requirements as specified in this RFP. Proposals found not to be compliant may be rejected from further consideration.

7.3 Evaluation Criteria

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation of each response will be based on its overall competence, compliance, format, organization, taking into consideration the evaluation criteria below:

| Criteria | Maximum Score |
|----------------------------|---------------|
| 1. Cost | 40 |
| 2 Prior related experience | 10 |
| 3 Personnel | 10 |
| 4 Resources | 10 |
| 5 Proposed plan | 30 |

A common formula for scoring cost is listed below:

Each proposal will receive a cost score computed as follows:

$$CS = (LPC/PC*40)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

7.4 Written or Oral Discussions/Presentations

The State and/or RSD reserves the right to enter into an agreement without further discussion of the proposals submitted based on the initial proposals received.

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Written or oral discussions/presentations for clarifications may be conducted to enhance the State's and/or RSD understanding of any or all of the proposals submitted.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

7.5 Notice of Intent to Award

Upon review and approval, a Notice of Intent to Award letter will be issued by the Office Procurement and Contracts (OPC). If this date is not met, through no fault of the State and/or RSD, the State and/or RSD may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous proposer. OPC will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

7.6 Right of Negotiation

The State and/or RSD reserve the right to negotiate with the successful Proposer on final terms, conditions, and requirements, including cost.

7.7 Contract Award, Formation and Execution

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State. The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in **Attachment II**. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds ten (10) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery of it, the State may elect to cancel the award and award the contract to the most advantageous.

Part VIII. Contractor Requirements

8.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (_____) _____

C. US Mail Address: _____

City: _____ State: _____ Zip: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
OPERATIONAL SERVICES CONTRACT**

BE IT KNOWN, the Department of Education, Office of Recovery School District of the State of Louisiana (hereinafter sometimes referred to as *State*) and (Contractor's name and legal address including Zip code as listed on the W-9) (hereinafter sometimes referred to as *Contractor*) do hereby enter into a contract with funds provided by the program entitled (Funding Source), under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance Number _____.

1. Scope of Services

Contractor hereby agrees to furnish the following services:

Description of Services to be provided.

- *Specific goals and objectives:*
- *Deliverables:*
- *Performance Measures:*
- *Monitoring Plan:*

This agreement will be monitored by (position title - do not enter an individual's name).

2. Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of **\$0.00 (maximum amount of contract)**. Payment will be made only on approval of (position title - do not enter an individual's name). The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

Contracts with services completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress or completion is obtained to the reasonable satisfaction of the agency, payments are scheduled as follows:

(Include payment terms here. Payments must be tied to completed deliverables or an approved budget)

3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and shall be identified under Federal Tax Identification Number **(Federal Tax ID or Social Security Number)**.

4. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

5. Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6. Remedies for Default

The provisions of LSA - R.S. 39:1524 through 1526, shall resolve any claim or controversy arising out of this Contract.

7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the State Superintendent of Education.

If the Contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (SBESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

8. Assignment of Contract

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9. Right to Audit

It is hereby agreed that the Louisiana Department of Education's Internal Auditors, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration's auditors and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of Contractor which relate to this Contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit Section.

10. Term of Contract

This Contract shall begin on **Month 00, 2011 (enter beginning date)** and shall terminate on **Month 00, 2011 (enter ending date)**. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

11. Fiscal Funding

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the

contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This Contract is not effective until approved by the Department or by the Director of the Office of Contractual Review in accordance with *La. R.S. 39:1502*. It is the responsibility of the Contractor to advise the agency in advance if the Contract's funds or the Contract's terms may be insufficient to complete the Contract's objectives.

12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable:

- *Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*
- *Federal Rehabilitation Act of 1973, as amended*
- *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- *Title IX of the Education Amendments of 1972*
- *Age Act of 1975*
- *Fair Housing Act of 1968*
- *Americans with Disabilities Act of 1990*

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this Contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully or accurately will be grounds for placing the Contractor in default.

If said failure results in the State's being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

14. Compliance Statement

The State's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and regulations and the SBESE's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the SBESE's policies.

By executing this contract, Contractor certifies that Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of Contractor's knowledge, information and belief, Contractor is not prohibited from entering into this contract by La. R.S. 42:1113. Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this contract for convenience.

15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

16. Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the Department at the conclusion of this contract.

17. Collections Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

18. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

Sample Contract
Operational Services Contract

Attachment II

THUS DONE AND SIGNED at New Orleans, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of

(month/year)

State Agency Signatures

Delano Ford
Deputy Superintendent of Services
Recovery School District

Ting-ting Liang
Chief Financial Officer
Recovery School District

Patrick Dobard
Superintendent
Recovery School District

WITNESSES' SIGNATURES

By: _____

(Printed Name)

Telephone: (____) _____

Procurement Office Use Only

Purchase Order # _____ Date: _____

| Location | Pricing | | | | |
|--|-------------------|-------|-----------------------|-------|--------------|
| | Recurring Charges | | | | Installation |
| | 100mb | 500mb | Alternative Bandwidth | | |
| | | | Amount | Price | |
| Orleans Parish | | | | | |
| Direct-Run Schools | | | | | |
| Abramson Science and Technology (Modular Campus) | | | | | |
| A.P. Tureaud Elementary | | | | | |
| Benjamin Banneker Elementary | | | | | |
| George Washington Carver High (Modular Campus) | | | | | |
| Mary D. Coghill Elementary (Modular Campus) | | | | | |
| Walter L. Cohen High | | | | | |
| Joseph Craig Elementary | | | | | |
| Dr. Charles R. Drew Elementary | | | | | |
| Gentilly Terrace Elementary | | | | | |
| Paul Habans Elementary | | | | | |
| Murray Henderson Elementary (at St. Julian campus) | | | | | |
| James Johnson Elementary | | | | | |
| L.B. Landry High School | | | | | |
| Benjamin E. Mays Preparatory School (at Carver E.S.) | | | | | |
| John McDonogh High | | | | | |
| McDonogh 32 Elementary | | | | | |
| Sarah T. Reed High | | | | | |
| H.C. Schaumburg Elementary | | | | | |
| Schwartz Academy (Alternative School) | | | | | |
| Not Direct-Run Schools | | | | | |
| Akili Academy of New Orleans (Modular Campus) | | | | | |
| Algiers Technology Academy | | | | | |
| Arise Academy (at Drew E.S.) | | | | | |
| Arthur Ashe Charter School (Bauduit Building) | | | | | |
| Batiste Cultural Arts Academy at Live Oak | | | | | |
| Martin Behrman Charter Elementary | | | | | |
| Pierre A. Capdau Charter Elementary | | | | | |
| Joseph S. Clark Preparatory High | | | | | |
| Crocker Arts & Technology School | | | | | |
| John Dibert Community School | | | | | |
| Dwight D. Eisenhower Elementary | | | | | |

**Actual schools may vary due to the nature of the RSD.*

| Location | Pricing | | | | |
|---|-------------------|-------|-----------------------|-------|--------------|
| | Recurring Charges | | | | Installation |
| | 100mb | 500mb | Alternative Bandwidth | | |
| | | | Amount | Price | |
| Esperanza Charter School | | | | | |
| William J. Fischer Elementary | | | | | |
| S.J. Green Charter School | | | | | |
| Edgar Harney Elementary | | | | | |
| Langston Hughes Academy Charter | | | | | |
| Intercultural Charter School | | | | | |
| KIPP Believe College Prep | | | | | |
| KIPP Central City Academy | | | | | |
| KIPP Central City Primary | | | | | |
| KIPP McDonogh 15 School for the Creative Arts | | | | | |
| KIPP New Orleans Leadership Academy | | | | | |
| KIPP Renaissance High | | | | | |
| Dr. Martin Luther King Charter School | | | | | |
| Lafayette Academy | | | | | |
| Lagniappe Academies of New Orleans | | | | | |
| Lake Area New Tech Early College High School | | | | | |
| McDonogh 42 Charter School | | | | | |
| McDonogh City Park Academy | | | | | |
| Medard Nelson-UNO Charter | | | | | |
| Miller-McCoy Academy for Math & Business (Livingston modulars) | | | | | |
| Morris Jeff Community School | | | | | |
| N.O. Charter Science & Math Academy (Abramson modulars) | | | | | |
| New Orleans College Prep | | | | | |
| Pride College Preparatory Academy (at Gregory, Modular Campus) | | | | | |
| Renew Accelerated High School City Park | | | | | |
| Renew Accelerated High School West Bank | | | | | |
| Sarah T. Reed Elementary (Abramson modulars) | | | | | |
| SciTech Academy at Laurel | | | | | |
| James Singleton Charter School | | | | | |
| Sojourner Truth Academy (Our Lady of Lourdes Campus) | | | | | |
| Success Preparatory Academy (at Wicker E.S.) | | | | | |
| Harriet Tubman Elementary | | | | | |
| O. Perry Walker High | | | | | |

*Actual schools may vary due to the nature of the RSD.

| Location | Pricing | | | | |
|---|-------------------|-------|----------------------|-------|--------------|
| | Recurring Charges | | | | Installation |
| | 100mb | 500mb | Alternative Bandwith | | |
| | | | Amount | Price | |
| Fannie C. Williams Charter School | | | | | |
| Andrew Wilson Charter School | | | | | |
| Sophie B. Wright Charter School | | | | | |
| East Baton Rouge | | | | | |
| Direct-Run Schools | | | | | |
| Capitol High School | | | | | |
| Not Direct-Run Schools | | | | | |
| Banks Elementary School | | | | | |
| Capital Elementary School | | | | | |
| Capitol Middle School | | | | | |
| Crestworth Learning Academy | | | | | |
| Dalton Elementary | | | | | |
| Glen Oaks Middle School | | | | | |
| Kenilworth Science & Technology Middle School | | | | | |
| Lanier Charter Elementary School | | | | | |
| Park Elementary School | | | | | |
| Prescott Middle School | | | | | |
| Pointe Coupee Parish | | | | | |
| Not Direct-Run Schools | | | | | |
| Point Coupee Central High School | | | | | |
| St. Helena Parish | | | | | |
| Direct-Run Schools | | | | | |
| St. Helena Central Middle School | | | | | |
| Caddo Parish | | | | | |
| Direct-Run Schools | | | | | |
| Linear Leadership Academy | | | | | |
| Not Direct-Run Schools | | | | | |
| Linwood Public Charter School | | | | | |

*Actual schools may vary due to the nature of the RSD.

| Location | Pricing | | | | |
|--|-------------------|-------|-----------------------|-------|--------------|
| | Recurring Charges | | | | Installation |
| | 100mb | 500mb | Alternative Bandwidth | | |
| | | | Amount | Price | |
| Orleans Parish | | | | | |
| Direct-Run Schools | | | | | |
| Abramson Science and Technology (Modular Campus) | | | | | |
| A.P. Tureaud Elementary | | | | | |
| Benjamin Banneker Elementary | | | | | |
| George Washington Carver High (Modular Campus) | | | | | |
| Mary D. Coghill Elementary (Modular Campus) | | | | | |
| Walter L. Cohen High | | | | | |
| Joseph Craig Elementary | | | | | |
| Dr. Charles R. Drew Elementary | | | | | |
| Gentilly Terrace Elementary | | | | | |
| Paul Habans Elementary | | | | | |
| Murray Henderson Elementary (at St. Julian campus) | | | | | |
| James Johnson Elementary | | | | | |
| L.B. Landry High School | | | | | |
| Benjamin E. Mays Preparatory School (at Carver E.S.) | | | | | |
| John McDonogh High | | | | | |
| McDonogh 32 Elementary | | | | | |
| Sarah T. Reed High | | | | | |
| H.C. Schaumburg Elementary | | | | | |
| Schwartz Academy (Alternative School) | | | | | |
| Not Direct-Run Schools | | | | | |
| Akili Academy of New Orleans (Modular Campus) | | | | | |
| Algiers Technology Academy | | | | | |
| Arise Academy (at Drew E.S.) | | | | | |
| Arthur Ashe Charter School (Bauduit Building) | | | | | |
| Batiste Cultural Arts Academy at Live Oak | | | | | |
| Martin Behrman Charter Elementary | | | | | |
| Pierre A. Capdau Charter Elementary | | | | | |
| Joseph S. Clark Preparatory High | | | | | |
| Crocker Arts & Technology School | | | | | |
| John Dibert Community School | | | | | |

**Actual schools may vary due to the nature of the RSD.*

| Location | Pricing | | | |
|---|-------------------|-------|----------------------|--------------|
| | Recurring Charges | | | Installation |
| | 100mb | 500mb | Alternative Bandwith | |
| | | | Amount Price | |
| Dwight D. Eisenhower Elementary | | | | |
| Esperanza Charter School | | | | |
| William J. Fischer Elementary | | | | |
| S.J. Green Charter School | | | | |
| Edgar Harney Elementary | | | | |
| Langston Hughes Academy Charter | | | | |
| Intercultural Charter School | | | | |
| KIPP Believe College Prep | | | | |
| KIPP Central City Academy | | | | |
| KIPP Central City Primary | | | | |
| KIPP McDonogh 15 School for the Creative Arts | | | | |
| KIPP New Orleans Leadership Academy | | | | |
| KIPP Renaissance High | | | | |
| Dr. Martin Luther King Charter School | | | | |
| Lafayette Academy | | | | |
| Lagniappe Academies of New Orleans | | | | |
| Lake Area New Tech Early College High School | | | | |
| McDonogh 42 Charter School | | | | |
| McDonogh City Park Academy | | | | |
| Medard Nelson-UNO Charter | | | | |
| Miller-McCoy Academy for Math & Business (Livingston modulars) | | | | |
| Morris Jeff Community School | | | | |
| N.O. Charter Science & Math Academy (Abramson modulars) | | | | |
| New Orleans College Prep | | | | |
| Pride College Preparatory Academy (at Gregory, Modular Campus) | | | | |
| Renew Accelerated High School City Park | | | | |
| Renew Accelerated High School West Bank | | | | |
| Sarah T. Reed Elementary (Abramson modulars) | | | | |
| SciTech Academy at Laurel | | | | |
| James Singleton Charter School | | | | |

**Actual schools may vary due to the nature of the RSD.*

| Location | Pricing | | | | |
|--|-------------------|-------|-----------------------|-------|--------------|
| | Recurring Charges | | | | Installation |
| | 100mb | 500mb | Alternative Bandwidth | | |
| | | | Amount | Price | |
| Sojourner Truth Academy (Our Lady of Lourdes Campus) | | | | | |
| Success Preparatory Academy (at Wicker E.S.) | | | | | |
| Harriet Tubman Elementary | | | | | |
| O. Perry Walker High | | | | | |
| Fannie C. Williams Charter School | | | | | |
| Andrew Wilson Charter School | | | | | |
| Sophie B. Wright Charter School | | | | | |
| East Baton Rouge | | | | | |
| Direct-Run Schools | | | | | |
| Capitol High School | | | | | |
| Not Direct-Run Schools | | | | | |
| Banks Elementary School | | | | | |
| Capital Elementary School | | | | | |
| Capitol Middle School | | | | | |
| Crestworth Learning Academy | | | | | |
| Dalton Elementary | | | | | |
| Glen Oaks Middle School | | | | | |
| Kenilworth Science & Technology Middle School | | | | | |
| Lanier Charter Elementary School | | | | | |
| Park Elementary School | | | | | |
| Prescott Middle School | | | | | |
| Pointe Coupee Parish | | | | | |
| Not Direct-Run Schools | | | | | |
| Point Coupee Central High School | | | | | |
| St. Helena Parish | | | | | |
| Direct-Run Schools | | | | | |
| St. Helena Central Middle School | | | | | |
| Caddo Parish | | | | | |
| Direct-Run Schools | | | | | |
| Linear Leadership Academy | | | | | |
| Not Direct-Run Schools | | | | | |
| Linwood Public Charter School | | | | | |

**Actual schools may vary due to the nature of the RSD.*

List of all Schools under RSD Authority
Direct Run Schools as of 12/31/2011

Exhibit A

| Location | Address | Grades |
|--|-------------------------------|--------|
| Orleans Parish | | |
| Direct-Run Schools | | |
| Abramson Science and Technology (Modular Campus) | 5552 Read Blvd. 70125 | K-12 |
| A.P. Tureaud Elementary | 2021 Pauger St. 70116 | PK-6 |
| Benjamin Banneker Elementary | 421 Burdette St. 70118 | PK-8 |
| George Washington Carver High (Modular Campus) | 3059 Higgins Blvd. 70126 | 9-12 |
| Mary D. Coghill Elementary (Modular Campus) | 5500 Piety St. 70126 | PK-8 |
| Walter L. Cohen High | 3520 Dryades St. 70115 | 10-12 |
| Joseph Craig Elementary | 1423 St. Philip St. 70116 | PK-8 |
| Dr. Charles R. Drew Elementary | 3819 St. Claude Ave. 70117 | 5-8 |
| Gentilly Terrace Elementary | 4720 Painters St. 70122 | PK-8 |
| Paul Habans Elementary | 3819 Herschel St. 70114 | PK-6 |
| Murray Henderson Elementary (at St. Julian campus) | 2701 Lawrence St. 70114 | PK-6 |
| James Johnson Elementary | 1800 Monroe St. 70118 | PK-8 |
| L.B. Landry High School | 1200 L.B. Landry Ave. 70114 | 7-11 |
| Benjamin E. Mays Preparatory School (at Carver E.S.) | 3052 Almonaster Blvd. 70126 | PK-3 |
| John McDonogh High | 2426 Esplanade Ave. 70119 | 10-12 |
| McDonogh 32 Elementary | 800 de Armas St. 70114 | K-8 |
| Sarah T. Reed High | 5316 Michoud Blvd. 70129 | 9-12 |
| H.C. Schaumburg Elementary | 9501 Grant St. 70126 | PK-8 |
| Schwartz Academy (Alternative School) | 709 Park Blvd. 70114 | 9-12 |
| Not Direct-Run Schools | | |
| Akili Academy of New Orleans (Modular Campus) | 1700 Pratt Dr. 70122 | K-4 |
| Algiers Technology Academy | 6501 Berkley Dr. 70114 | 9-12 |
| Arise Academy (at Drew E.S.) | 3819 St. Claude Ave 70117 | PK-4 |
| Arthur Ashe Charter School (Bauduit Building) | 3649 Laurel St. 70115 | K-8 |
| Batiste Cultural Arts Academy at Live Oak | 3128 Constance St. 70115 | K-8 |
| Martin Behrman Charter Elementary | 715 Opelousas Ave. 70114 | K-8 |
| Pierre A. Capdau Charter Elementary | 4621 Canal St. 70119 | K-8 |
| Joseph S. Clark Preparatory High | 1301 N. Derbigny St. 70116 | 9-12 |
| Crocker Arts & Technology School | 1111 Milan St. 70115 | PK-5 |
| John Dibert Community School | 4217 Orleans Ave. 70119 | K-8 |
| Dwight D. Eisenhower Elementary | 3700 Tall Pines Dr. 70131 | K-8 |
| Esperanza Charter School | 4407 S Carrollton Ave. 70119 | K-8 |
| William J. Fischer Elementary | 1801 LB Landry Ave. 70114 | K-8 |
| Intercultural Charter School | 5316 Michoud Blvd. 70129 | K-7 |
| KIPP Believe College Prep | 1607 S. Carrollton Ave. 70118 | 5-8 |

**Actual schools may vary due to the nature of the RSD.*

List of all Schools under RSD Authority
Direct Run Schools as of 12/31/2011

Exhibit A

| Location | Address | Grades |
|--|----------------------------------|---------|
| KIPP Central City Academy | 2625 Thalia St 70113 | 5-8 |
| KIPP Central City Primary | 2625 Thalia St 70113 | K-3 |
| KIPP McDonogh 15 School for the Creative Arts | 721 St. Philip St. 70116 | PK-8 |
| KIPP New Orleans Leadership Academy | 3520 St. Claude Ave. 70117 | K & 5-6 |
| KIPP Renaissance High | 3520 St. Claude Ave. 70117 | 9-10 |
| Dr. Martin Luther King Charter School | 1617 Caffin Ave. 70117 | PK-12 |
| Lafayette Academy | 2727 S. Carrollton Ave. 70118 | PK-7 |
| Lagniappe Academies of New Orleans | 1501 St. Louis St. 70112 | K-1/5-6 |
| Lake Area New Tech Early College High School | 6026 Paris Ave. 70122 | 9-12 |
| McDonogh 42 Charter School | 1651 N. Tonti St. 70119 | PK-8 |
| McDonogh City Park Academy | 2733 Esplanade Ave. 70119 | K-8 |
| Medard Nelson-UNO Charter | 3121 St. Bernard Ave. 70119 | PK-8 |
| Miller-McCoy Academy (Livingston Modulares) | 7301 Dwyer Rd. 70126 | 5-12 |
| Morris Jeff Community School | 2239 Poydras St. 70119 | PK-3 |
| N.O. Charter Science & Math Acad. (Abramson Modulares) | 5552 Read Boulevard 70127 | 9-12 |
| New Orleans College Prep | 3127 MLK Blvd. 70113 | K-10 |
| Pride College Prep Acad. (at Gregory, Modular Campus) | 1700 Pratt Dr. 70122 | PK-4 |
| Renew Accelerated High School City Park | 2426 Esplanade Ave. 70110 | 6-12 |
| Renew Accelerated High School West Bank | 709 Park Blvd. 70114 | 6-12 |
| Sarah T. Reed Elementary (Abramson Modulares) | 5552 Read Blvd. 70127 | K-8 |
| SciTech Academy at Laurel | 820 Jackson Ave. 70130 | K-8 |
| James Singleton Charter School | 2220 Oretha C. Haley 70113 | PK-8 |
| Sojourner Truth Academy (Our Lady of Lourdes Campus) | 2437 Jena St. 70115 | 9-12 |
| Success Preparatory Academy (at Wicker E.S.) | 2011 Bienville St. 70112 | K-5 |
| Harriet Tubman Elementary | 2013 Gen Meyer Ave. 70114 | K-8 |
| O. Perry Walker High | 2832 Gen Meyer Ave. 70114 | 9-12 |
| Fannie C. Williams Charter School | 11755 Dwyer Rd. 70128 | Pre-K-8 |
| Andrew Wilson Charter School | 3617 Gen Pershing St. 70115 | K-8 |
| Sophie B. Wright Charter School | 1426 Napoleon Ave. 70115 | 6-12 |
| East Baton Rouge | | |
| Direct-Run Schools | | |
| Capitol High School | 1000 North 23rd St. 70802 | 9-12 |
| Not Direct-Run Schools | | |
| Banks Elementary School | 2401 72nd Ave. 70807 | PK-5 |
| Capital Elementary School | 4141 Gus Young Ave. 70892 | PK-5 |
| Capitol Middle School | 5100 Greenwell Springs Rd. 70806 | 6-8 |
| Crestworth Learning Academy | 10650 Avenue F 70807 | 6-8 |

*Actual schools may vary due to the nature of the RSD.

List of all Schools under RSD Authority
Direct Run Schools as of 12/31/2011

Exhibit A

| Location | | Address | Grades |
|---|--|-----------------------------|--------|
| Dalton Elementary | | 3605 Ontario St. 70805 | PK-5 |
| Glen Oaks Middle School | | 5300 Monarch St. 70811 | 6-8 |
| Kenilworth Science & Technology Middle School | | 7600 Boone Dr. 70808 | 6-8 |
| Lanier Charter Elementary School | | 4705 Lanier Dr. 70812 | PK-5 |
| Park Elementary School | | 2700 Fuqua St. 70802 | PK-5 |
| Prescott Middle School | | 4055 Prescott Rd. 70805 | 6-8 |
| Pointe Coupee Parish | | | |
| Not Direct-Run Schools | | | |
| Point Coupee Central High School | | 8434 Pointe Coupe Rd. 70759 | 9-12 |
| St. Helena Parish | | | |
| Direct-Run Schools | | | |
| St. Helena Central Middle School | | 1590 Highway 1042 70441 | 5-8 |
| Caddo Parish | | | |
| Direct-Run Schools | | | |
| Linear Leadership Academy | | 1845 Linear Street 71107 | 6-8 |
| Not Direct-Run Schools | | | |
| Linwood Public Charter School | | 401 West 70th 71106 | 6-8 |

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